

3 Phil. 618

[G.R. No. 1462. April 08, 1904]

**LA RAZON SOCIAL DE HIJOS DE I. DE LA RAMA, PLAINTIFFS AND APPELLANTS,
VS. ROSENDO LACSON, DEFENDANT AND APPELLEE.**

D E C I S I O N

COOPER, J.:

The plaintiffs brought this action against Don Rosendo Lacson for the recovery of the sum of 2,950 pesos. The instrument upon which the demand is founded is as follows, to wit:

“I acknowledge to be in debt to Don Esteban de la Rama in the sum of 2,950 pesos, and in security for the same I sign these presents.

“R. Lacson.

“July 10, 1897.”

This document was transferred by successive indorsements to the plaintiff.

It is alleged in the complaint that the said sum of money was loaned without interest and without a fixed time of payment.

In his answer the defendant sets up as a defense that the note was given in consideration of a debt won by the plaintiff from the defendant in a game of monte.

The Court of First Instance found that the note was given for a gambling debt

and held it upon these grounds to be invalid.

It is expressly provided in article 1798 of the Civil Code that no action can be founded upon a claim for a debt won in a game of chance, luck, or hazard.

This question arose in the case of Jose Escalante vs. Venancio Francisco (1 Off. Gaz., 855^[1]) and in the case of Palma vs. Canizares (1 Off. Gaz., 516^[2]), which were suits founded upon notes the consideration of which were gambling debts. In these cases we have held that such actions can not be maintained.

The Court of First Instance properly rendered judgment in favor of the defendant and the judgment must be affirmed, with the cost of proceedings adjudged against the plaintiff, which is accordingly done.

Torres, McDonough, and Johnson, JJ., concur.

Arellano, C. J., and Mapa, J., dissent.

^[1] 2 Phil. Rep., 650.

^[2] 1 Phil. Rep., 602.